

Educational (190 3) Department.

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G.O., No. 358

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INDEXED

ORIGINAL

[Despatch Abstract.]

Indian Educational Service

*Coming to the S.P. & the A.G. letters from the
India office forwarding duplicates of arguments
signed by Messrs. Littlehales, Mayhew & Probyn
respectively.*

BACK PAPERS.

G.O.	No.	Department.	Date.	G.O.	No.	Department.	Date.

FURTHER PAPERS.

G.O.	No.	Department.	Date.	G.O.	No.	Department.	Date.

Government {1903} of Madras. EDUCATIONAL.

Recd.

Regd.

} 1903.

Enclosures

Spare copies

ORIGINAL

G.O., No. 358, 27th July 1903.

JULY.

Indian Educational Service.

Communicating to the Director of Public Instruction and the Accountant-General letter from the India office forwarding duplicates of agreements signed by Messrs. Littlehales, Mayhew and Probyn, respectively.

GOVERNMENT OF MADRAS.

EDUCATIONAL DEPARTMENT.

READ—the following paper :—

From C. J. LYALL, Esq., Secretary, Judicial and Public department, to the Chief Secretary to the Government of Madras, dated India Office, Whitehall, London, S.W., 3rd July 1903, No. J. & P. 823.

With reference to our despatch No. 5, Public, of the 22nd May, I forward duplicates of the agreements signed by Messrs. Littlehailes, Mayhew and Probyn, respectively.

ENCLOSURE.

AGREEMENT made the fourteenth day of April One thousand nine hundred and three between RICHARD LITTLEHAILES of 30, Chatsworth Street Sunderland of the first part, and the SECRETARY OF STATE for INDIA in COUNCIL of the second part.

WHEREAS the Secretary of State for India in Council has engaged the party of the first part to serve His Majesty in India as an officer of the Indian Educational Service for the term of five years from the date of his reporting his arrival at Madras as hereinafter mentioned and subject to the conditions and agreements hereinafter contained.

Now these presents witness and the said parties hereto respectively agree as follows :—

(1) That the party of the first part will on being provided with a first-class passage to Madras proceed thither within such time as may be prescribed by the Secretary of State for India in Council.

(2) That the party of the first part will on arrival at Madras forthwith report himself to the officers of Government there and will submit himself to the orders of the Government and of the officers and authorities under whom he may from time to time be placed by the Government and that he will at all times obey the rules prescribed for the time being for the regulation of the branch of the public service to which he may belong and will when required by the local Government proceed to any other part of the province within which he may be serving and there perform the duties of any specified office in the cadre of the Indian Educational Service of the province. If he shall be retained in the service after the expiration of the said term of five years he will when required by the Government proceed to any other province in India and there perform the duties of any specified office in the cadre of the Indian Educational Service of that province.

(3) That the party of the first part will devote his whole time to the duties of the service and will not engage directly or indirectly in any trade business or occupation on his own account and that he will not (except in case of accident or sickness certified by competent medical authority) absent himself from his said duties without having first obtained permission from the Government or its authorised officers.

(4) That if the party of the first part shall during the said term of five years relinquish the service of the Government (whether after having given notice or otherwise) he shall forthwith on demand pay to the Secretary of State for India in Council the sum of fifty pounds (being the cost of his passage to Madras).

(5) That from the date of the party of the first part reporting his arrival at Madras the Government will pay him so long as he shall remain in the said service and actually perform his duties a salary at the rate of rupees five hundred per mensem for the first year rising by annual increments of rupees fifty per mensem to rupees seven hundred per mensem. And if he shall remain in the service beyond that period then rupees seven hundred and fifty per mensem for the sixth year rising by annual increments of rupees fifty per mensem to rupees one thousand per mensem.

(6) That the Government may at any time during the said term of five years or if the service shall continue beyond such term at any time thereafter dispense with the services of the party of the first part without notice in the event of misconduct on his part or of a breach by him of any of the conditions herein specified.

(7) That on the determination of the service at the expiration of the said term of five years but not upon any subsequent determination or if prior to the expiration of the said term of five years the party of the first part shall be compelled by ill-health (certified to the satisfaction of the Government) to give up the service the Government will provide him with a passage back to England at the public expense provided he claims such passage within three months from any such determination of the service as is mentioned in this clause and leaves India on his return to England within such time as he may be directed.

(8) That the party of the first part shall within two years after his reporting his arrival at Madras pass such examination as may be prescribed by the Government in one of the vernacular languages and if he shall fail to pass such examination within such two years the Government may dispense with his services.

(9) That unless he the party of the first part shall receive notice in writing from some authorized officer of the Government six calendar months before the expiration of the said term of five years that Government no longer require his services or unless he shall give notice in writing to the Government six calendar months before the expiration of the said term of five years that he is desirous to put an end to his service under these presents he will continue in the service of Government upon the like terms and conditions as are herein contained so far as the same are applicable until the expiration of six calendar months from the time when he shall receive or shall give such a notice in writing which may be given so as to expire at any period of the year.

(10) That if the party of the first part shall continue to serve Government under these presents for more than five years from the date of his reporting his arrival at Madras as aforesaid his service (commencing from the date of his entering on the performance of his duties as aforesaid) shall count as service towards leave and pension under such rules as regards leave and pension as may for the time being be applicable to his case provided always that in case of any dispute as to the interpretation of any of the said rules or otherwise relating in any way to them the decision of the Secretary of State for India in Council shall be conclusive.

(11) That in any payments which may be made in Great Britain under these presents the rate of exchange between England and India fixed from time to time by the Secretary of State for India in Council in communication with the Lords Commissioners of the Treasury shall be observed.

(12) That the proceedings letters and reports of the Governor-General of India in Council or of any of the local Governments and of all others the officers and Agents of Government or any copies thereof or extracts therefrom which shall be sent officially to the Secretary of State for India in Council or to any officers or servants in the Indian service of His Majesty in England or elsewhere in any way relating to the sums of money to be paid or allowed to the party of the first part or to his conduct or in any way relating to the premises shall be received as conclusive evidence of any matter therein contained in any action or in any legal proceedings by or between the parties to these presents or in any way relating thereto.

IN WITNESS WHEREOF the party of the first part and General Sir John James Hood Gordon K.C.B. and Lieutenant-General Sir Alexander Robert Badcock K.C.B. being two members of the Council of India have hereunto set their hands the day and year first above written.

SIGNED by the party of the first part in the presence of
S. G. RENDEL
2 Palace Court
London W.

RICHARD LITTLEHAILES.

SIGNED by the said two members of the Council of India in the presence of
W. H. TREASURE
India Office.

J. J. H. GORDON.
A. R. BADCOCK.

AGREEMENT made the twenty-third day of May One thousand nine hundred and three between ARTHUR INNES MAYHEW of 18 Bradmore Road Oxford of the first part and the SECRETARY OF STATE FOR INDIA IN COUNCIL of the second part.

WHEREAS the Secretary of State for India in Council has engaged the party of the first part to serve His Majesty in India as a member of the Indian Educational Service for the term of five years from the date of his reporting his arrival at Madras as hereinafter mentioned and subject to the conditions and agreements hereinafter contained.

Now these presents witness and the said parties hereto respectively agree as follows:—

(1) That the party of the first part will on being provided with a first-class passage to Madras proceed thither within such time as may be prescribed by the Secretary of State for India in Council.

(2) That the party of the first part will on arrival at Madras forthwith report himself to the officers of Government there and will submit himself to the orders of the Government and of the officers and authorities under whom he may from time to time be placed by the Government and that he will at all times obey the rules prescribed for the time being for the regulation of the branch of the public service to which he may belong and will when required by the local Government proceed to any other part of the province within which he may be serving and there perform the duties of any specified office in the cadre of the Indian Educational service of the province. If he shall be retained in the service after the expiration of the said term of five years he will when required by the Government proceed to any other province in India and there perform the duties of any specified office in the cadre of the Indian Educational Service of that province.

(3) That the party of the first part will devote his whole time to the duties of the service and will not engage directly or indirectly any trade business or occupation on his own account and that he will not (except in case of accident or sickness certified by competent medical authority) absent himself from his said duties without having first obtained permission from the Government or its authorised officers.

(4) That if the party of the first part shall during the said term of five years relinquish the service of the Government (whether after having given notice or otherwise) he shall forthwith on demand pay to the Secretary of State for India in Council the sum of fifty pounds (being the cost of his passage to Madras).

(5) That from the date of the party of the first part reporting his arrival at Madras the Government will pay him so long as he shall remain in the said service and actually perform his duties a salary at the rate of Rupees five hundred per mensem for the first year rising by annual increments of Rupees fifty per mensem to Rupees seven hundred per mensem in the fifth year. And if he shall remain in the service beyond that period then Rupees seven hundred and fifty per mensem for the sixth year rising by annual increments of Rupees fifty per mensem to Rupees one thousand per mensem.

(6) That the Government may at any time during the said term of five years or if the service shall continue beyond such term at any time thereafter dispense with the services of the party of the first part without notice in the event of misconduct on his part or of a breach by him of any of the conditions herein specified.

(7) That on the determination of the service at the expiration of the said term of five years but not upon any subsequent determination or if prior to the expiration of the said term of five years the party of the first part shall be compelled by ill-health (certified to the satisfaction of the Government) to give up the service the Government will provide him with a passage back to England at the public expense provided he claims such passage within three months from any such determination of the service as is mentioned in this clause and leaves India on his return to England within such time as he may be directed.

(8) That the party of the first part shall within two years after his reporting his arrival at Madras pass such examination as may be prescribed by the Government in one of the vernacular languages and if he shall fail to pass such examination within such two years the Government may dispense with his services.

(9) That unless he the party of the first part shall receive notice in writing from some authorised officer of the Government six calendar months before the expiration of the said term of five years that Government no longer require his services or unless he shall give notice in writing to the Government six calendar months before the expiration of the said term of five years that he is desirous to put an end to his service under these presents he will continue in the service of Government upon the like terms and conditions as are herein contained so far as the same are applicable until the expiration of six calendar months from the time when he shall receive or shall give such a notice in writing which may be given so as to expire at any period of the year.

(10) That if the party of the first part shall continue to serve Government under these presents for more than five years from the date of his reporting his arrival at Madras as aforesaid his service (commencing from the date of his entering on the performance of his duties as afore-

said) shall count as service towards leave and pension under such rules as regards leave and pension as may for the time being be applicable to his case. Provided always that in case of any dispute as to the interpretation of any of the said rules or otherwise relating in any way to them the decision of the Secretary of State for India in Council shall be conclusive.

(11) That in any payments which may be made in Great Britain under these presents the rate of exchange between England and India fixed from time to time by the Secretary of State for India in Council in communication with the Lords Commissioners of the Treasury shall be observed.

(12) That the proceedings letters and reports of the Governor-General of India in Council or of any of the Local Governments and of all others the officers and Agents of Government or any copies thereof or extracts therefrom which shall be sent officially to the Secretary of State for India in Council or to any officers or servants in the Indian Service of His Majesty in England or elsewhere in any way relating to the sums of money to be paid or allowed to the party of the first part or to his conduct or in any way relating to the premises shall be received as conclusive evidence of any matter therein contained in any action or in any legal proceedings by or between the parties to these presents or in any way relating thereto.

IN WITNESS WHEREOF the party of the first part and General Sir John James Hood Gordon K.C.B. and Lieutenant-General Sir Alexander Robert Badcock K.C.B. C.S.I. being two members of the Council of India have hereunto set their hands the day and year first above written.

SIGNED by the party of the first part in the presence of

ANTHONY L. MAYHEW
Chaplain
Wadhan College Oxford

ARTHUR INNES MAYHEW.

SIGNED by the said two members of the Council of India in the presence of

FRANK R. MARTEN
India Office.

J. J. H. GORDON.
A. R. BADCOCK.

AGREEMENT made the sixteenth day of May One thousand nine hundred and three between STANLEY CLIFFORD PROBYN of 55 Grosvenor Street Grosvenor Square London W. of the first part and the SECRETARY OF STATE FOR INDIA IN COUNCIL of the second part.

WHEREAS the Secretary of State for India in Council has engaged the party of the first part to serve His Majesty in India as Professor of History in the Presidency College Madras for the term of eighteen months from the date of his reporting his arrival at Madras as hereinafter mentioned and subject to the conditions and agreements hereinafter contained.

Now these presents witness and the said parties hereto respectively agree as follows:—

(1) That the party of the first part will on being provided with a first-class passage to Madras proceed thither within such time as may be prescribed by the Secretary of State for India in Council.

(2) That the party of the first part will on arrival at Madras forthwith report himself to the officers of Government there and will submit himself to the orders of the Government and of the officers and authorities under whom he may from time to time be placed by the Government and that he will at all times obey the rules prescribed for the time being for the regulation of the branch of the public service to which he may belong.

(3) That the party of the first part will devote his whole time to the duties of the service and will not engage directly or indirectly in any trade business or occupation on his own account and that he will not (except in case of accident or sickness certified by competent medical authority) absent himself from his said duties without having first obtained permission from the Government or its authorised officers.

(4) That if the party of the first part shall during the said term of eighteen months relinquish the service of the Government (whether after having given notice or otherwise) he shall forthwith on demand pay to the Secretary of State for India in Council the sum of fifty pounds (being the cost of his passage to Madras).

(5) That from the date of the party of the first part reporting his arrival at Madras the Government will pay him so long as he shall remain in the said service and actually perform his duties a salary at the rate of rupees five hundred per mensem.

Educational (1903) Department.

CURRENT No. 1148

[Name] C. J. Lyall Esq[Designation] Secretary, Justice & Public Dept., India[Station] LondonNo. JP 823Received 23 - 7 - 1903.Dated 3 - 7 - 1903.Enclosures 3Registered 23 - 7 - 1903.

SUBJECT.

Forwarding duplicates of the agreements signed by Messrs Littlehales, Mayhew
and Probyn respectively.

BACK PAPERS.

FURTHER PAPERS.

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No. 358, EDUCATIONAL, 27TH JULY 1903.

(6) That the Government may at any time during the said term of eighteen months dispense with the services of the party of the first part without notice in the event of misconduct on his part or of a breach by him of any of the conditions herein specified.

(7) That on the determination of the service at the expiration of the said term of eighteen months or if prior to the expiration of the said term the party of the first part shall be compelled by ill-health (certified to the satisfaction of the Government) to give up the service the Government will provide him with a passage back to England at the public expense provided he claims such passage within six months from any such determination of the service as is mentioned in this clause and leaves India on his return to England within such time as he may be directed.

(8) That in any payments which may be made in Great Britain under these presents the rate of exchange between England and India fixed from time to time by the Secretary of State for India in Council in communication with the Lords Commissioners of the Treasury shall be observed.

9. That the proceedings letters and reports of the Governor-General of India in Council or of any of the local Governments and of all others the officers and agents of Government or any copies thereof or extracts therefrom which shall be sent officially to the Secretary of State for India in Council or to any officers or servants in the Indian service of His Majesty in England or elsewhere in any way relating to the sums of money to be paid or allowed to the party of the first part or to his conduct or in any way relating to the premises shall be received as conclusive evidence of any matter therein contained in any action or in any legal proceedings by or between the parties to these presents or in any way relating thereto.

IN WITNESS WHEREOF the party of the first part and Sir Stewart Colvin Bayley, K.C.S.I. C.I.E. and Sir John Edge Kt., K.C. being two members of the Council of India have hereunto set their hands the day and year first above written.

SIGNED by the party of the
first part in the presence of
PERCY CLIFFORD PROBYN
of 3 Temple Gardens Street
Barrister-at-Law.

STANLEY CLIFFORD PROBYN.

SIGNED by the said two
Members of the Council of
India in the presence of
FRANK R. MARTIN
India Office.

S. C. BAYLEY.
JOHN EDGE.

ORDER—No. 358, Educational, dated 27th July 1903.

Communicated to the Director of Public Instruction and the Accountant-General.

2. The agreements will be forwarded to the Superintendent of the General Records for safe custody.

(True Extract.)

A. G. CARDEW,
Ag. Secretary to Government.

To the Director of Public Instruction.

,, Accountant-General.

,, Superintendent of General Records, with original agreements.

No. 1148, From the India office, No. 823, dated 3-7-1903

No. 358, dated 27- 7- 1903

Ph
25/7/3

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- The D.P. 2 ✓
- ↳ A.S. ✓
- ↳ Supst. of General Records, with ✓
original agreement

3 } 88/10
22/8/3

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ORDER OF GOVERNMENT.

LETTER OF GOVERNMENT.

STATEMENT WITH DITTO.

PAPERS NOT FILED UP, BEING MEANT FOR DESPATCH
IN ORIGINAL.

A.B.—

A = Print in full.
B = Not to be printed.
P = Print abstract only.
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Chowdhury
7/12
30/7/13

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